

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTIETH REGION

Milwaukee, Wisconsin

**BARTON PROTECTIVE SERVICES, LLC, A WHOLLY
OWNED SUBSIDIARY OF ALLIED SECURITY, LLC¹**

Employer

and

Case 30-RC-6592

INDEPENDENT WISCONSIN SECURITY OFFICERS UNION²

Petitioner

DECISION AND DIRECTION OF ELECTION

This is my determination as to the appropriateness of the unit sought by the Petitioner, as stated in a petition duly filed under Section 9(c) of the National Labor Relations Act (Act), as amended, and after a hearing was held before a hearing officer of the National Labor Relations Board (Board).³ Petitioner seeks to represent a unit of:

all full-time and regular part-time security guards working out of the Employer's Milwaukee, Wisconsin office; excluding all Site Supervisors, Assistant Site Supervisors, sales employees, professional employees, clerical employees, seasonal employees and supervisors as defined in the Act.

¹The name of the Employer appears as amended at hearing.

²The name of the Petitioner appears as amended at hearing.

³ Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Timely briefs from the Employer and Petitioner have been received and duly considered, and upon the entire record in this proceeding, the undersigned finds: 1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. 2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction. The parties stipulated, and I find, that the Employer, a Delaware Corporation with offices and places of business throughout Wisconsin, including in the Milwaukee area, Tomahawk, and Eau Claire, is engaged in the business of providing security guard services, and that during the past calendar year, a representative period, the Employer has provided services to Harley-Davidson valued in excess of \$50,000 and Harley-Davidson has in turn purchased goods and services in excess of \$50,000 from points directly located outside the State of Wisconsin. 3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act. 4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

The Petitioner asserts that the Employer's Milwaukee, Wisconsin office covers security officers working out of 22 Milwaukee metropolitan area facilities, and security officers working out of two Tomahawk, Wisconsin facilities. The Petitioner argues that all the officers working out of these 24 facilities should properly be included in one unit. The Employer contends that while the Milwaukee metropolitan facilities are all located within approximately 45 miles of the Milwaukee office and are properly included in one unit, the two Tomahawk facilities should be excluded due to the extreme distance between Milwaukee and Tomahawk (approximately 261 miles) and the fact that the Tomahawk facilities operate on a more autonomous basis.

The Petitioner and Employer stipulated that a classification called lead officers are properly included in the Unit. However, the Petitioner contends that 4 individuals within the lead officer classification should be excluded as they function as statutory supervisors. The Employer asserts that all lead officers have the same duties and responsibilities and that all are properly included in the Unit.

Finally, the Employer seeks to include two ID coordinators into the guard unit and the question is whether or not these employees are guards so that their inclusion in the Unit does not violate Section 9(b)(3) of the Act.⁴ The Petitioner would agree to allow

⁴ The Employer has also raised the issue of whether the Independent Wisconsin Security Officers Union is affiliated either directly or indirectly with other labor organizations. During the hearing, the Employer questioned Ryan Strnad, the Chair of the Petitioner's Organizing Committee, regarding his affiliation with other labor organizations. Strnad indicated that he is a member of HERE Local 122 as a beer concessionaire for Milwaukee Brewers baseball games. Strnad testified that he is not an official of HERE Local 122, either as a paid or elected representative. Strnad testified he has participated in contract negotiations as an employee, and he may do so again when a new contract is negotiated. In its brief, the Employer cited *Brinks, Inc.*, 274 NLRB 970 (1985) and *Armored Transport of California, Inc.*, 269 NLRB 683 (1984) as examples where the Board has declined to certify unions as appropriate guard unions because the unions had improper relationships with other labor organizations. However, in both of those situations, the members in question were actually elected representatives of a union when the employees sought to be included in a guard unit. In the instant case, Strnad is not an elected or paid representative of HERE Local 122, and the evidence fails to establish that his participation as an employee during contract negotiations would be significant enough to disqualify the Union as an appropriate guard union.

one ID coordinator in the Unit as that person has sporadically performed guard work in the past but would object to the other ID coordinator being included.

I find that the two Tomahawk facilities are not appropriate for inclusion in the Unit based on the distance between Milwaukee and Tomahawk, because the evidence shows that the employees at the Tomahawk facilities work under different terms and conditions than those at the Milwaukee metropolitan facilities, and because the Tomahawk facilities have a greater degree of local autonomy than the Milwaukee metropolitan facilities. I also find that all lead officers are appropriately included in the Unit. However, I find that the evidence fails to establish that ID coordinators have duties and responsibilities that would qualify them as guards, but rather it appears their main duties and responsibilities are clerical in nature. Therefore, I find that the ID coordinators should be excluded from the Unit. Accordingly, I find the following Unit is appropriate for purposes of collective bargaining:

All full-time and regular part-time employees employed as lead officers and security officers employed by the Employer at its facilities (contract sites) located in Southeastern Wisconsin, specifically Milwaukee, Waukesha, Kenosha, Racine, and Walworth counties; excluding account managers, assistant site supervisors, ID Coordinators, sales employees, professional employees, clerical employees, seasonal employees, confidential employees, supervisors as defined in the Act, and those employees working at the Employer's two Tomahawk, Wisconsin facilities.⁵

The size of the bargaining unit is approximately 165 employees.

Background

The Employer, a security company, contracts with different companies to provide security services for its customer's facilities, referred to as contract sites. The Employer operates

⁵ During the hearing, the parties stipulated that the "security guards" would be referred to as "security officers," that account managers should be excluded from the Unit as supervisors, and that the term "site supervisor" actually referred to the account manager classification. I conclude that the account manager classification is supervisory since, according to the position description, the person is "responsible for all aspects of security, manpower needs, schedules, administrative functions, training, evaluations, supervision, time and accounting, and overall safety." In

throughout the country, and its operations are divided into districts. The facilities in question in this proceeding receive support services from a central Milwaukee office. The Employer provides security services at 25 different contract sites throughout Wisconsin, 22 in the Milwaukee metropolitan area, two in Tomahawk, and one in Eau Claire.⁶ The Employer contends that operations within the Milwaukee metropolitan area are different from the Tomahawk contract sites due to the distance between the operations. I will describe the Milwaukee metropolitan operations first, and then discuss the Tomahawk operations.

A. The Milwaukee Metropolitan Operations

Within the Milwaukee metropolitan area, the Employer has eleven customers which make up the 22 contract sites. Harley-Davidson is the Employer's largest customer, with six sites in the Milwaukee metropolitan area. Seventeen of the Employer's contract sites are located within Milwaukee County, with the other five in nearby counties. The most distant locations, in Pleasant Prairie and Kenosha, Wisconsin, are approximately 40 miles from the Milwaukee office.

Thirteen account managers are responsible for running the 22 Milwaukee metropolitan area sites, and are the highest-ranking Employer representatives on the contract sites. Account managers are assigned either one or two contract sites, and are responsible for the overall operations of the site, including supervision of the security officers working on each site.

Account managers report directly to Division Vice President Susan Lancaster, who works out of the Milwaukee office.

addition, I have taken administrative notice of Employer's Exhibit 3, a map of Wisconsin with the contract sites identified, in order to determine the counties in which the contract sites are based.

⁶ The Milwaukee office supports all these contract sites except for the Eau Claire site, which is supported by the Employer's Minneapolis office. The Eau Claire employees are not a subject of the hearing and this is only mentioned as background.

In addition to account managers, the contract with Harley-Davidson provides an assistant site supervisor, responsible for the day-to-day operations, is posted at three Milwaukee Harley sites.⁷ The assistant site supervisor is a promotional opportunity for security officers and lead officers. When an officer becomes an assistant site supervisor, the account manager sends an e-mail to all employees in the account informing them of the promotion and that the person is now a supervisor.

Below the account managers and/or assistant site supervisors work the lead officers and security officers.⁸ The parties stipulated that these classifications are not supervisory in nature and should be included in the Unit. The twelve lead officers in the Milwaukee metropolitan area act in a leadership capacity in ensuring that assignments are completed and that security officers are at their assigned posts on time, in addition to performing security work similar to the security officers. However, these work assignments come from the account manager, and the lead officer merely ensures the assignments are carried out. If there is a problem that arises on a shift which may require discipline, suspension, work assignments, or anything out of the ordinary, the lead officer will contact the account manager and the account manager will act on the issue. The lead officer does not have the authority to make decisions that are more than routine in nature. The lead officer is not authorized to approve leave, vacation requests, or overtime. The lead officer does not receive any special benefits for being a lead officer. Finally, unlike with the assistant site supervisors, there is no e-mail announcement when a person becomes a lead officer.

⁷ The record indicates that the Harley-Davidson contract sites in the Milwaukee Metropolitan area are the only sites which have assistant site supervisors. Otherwise, the account manager is the only supervisor working for the other customers. The parties stipulated that the assistant site supervisors are supervisors and the record supports the fact that the assistant site supervisors have the authority to discipline and assign work to security officers.

⁸ At the Harley-Davidson contract sites, the lead officers are referred to as shift leads. However, the testimony in the record indicates that individuals working as either lead officers or shift leads perform the same work.

The security officers are in charge of protecting the assets of the customers. Security officers in the Milwaukee metropolitan area must have at least a two-year degree in Police Science, a four-year degree in Criminal Justice and/or loss prevention experience. The security officers also receive training as first responders, in addition to CPR, first aid, and other training.

The Harley-Davidson contract, in addition to having assistant site supervisors, also calls for two ID coordinators. The ID coordinators main duty is to ensure the Harley-Davidson access control database for the employees is up-to-date and that people are issued proper ID cards and access cards on time. Furthermore, the ID coordinators have keys and access to restricted areas of the facilities and would fill out incident reports if necessary. However, the ID coordinators do not wear badges or uniforms identifying themselves as security officers and do not go on rounds as part of their normal job duties. Finally, the ID coordinators are eligible to bid on security officer positions if transfer opportunities are posted. In fact, one ID coordinator is a former security officer who on infrequent occasions will perform security officer responsibilities. The other ID coordinator is not trained as a security officer.

While the account managers and assistant site supervisors deal with the day-to-day operations of the contract sites to which they are assigned, the Milwaukee office provides additional support for these sites. As mentioned earlier, Lancaster directly supervises the account managers. Because of this supervisory responsibility, Lancaster visits the different contract sites in the Milwaukee metropolitan area about once a week. In addition, the Milwaukee office consists of an office manager, a human resource manager, a payroll office, and other support services.

Recruitment, interviewing, and hiring are all done out of the Milwaukee office. Interested applicants fill out applications at the Milwaukee office. Then, the HR manager is

responsible for interviewing and making the ultimate decision to hire. The only involvement account managers in the Milwaukee metropolitan area have in the process is that the applicant is usually brought to the contract site to see the facility before a final hiring decision is made. At that point in the process, the account manager can give the HR manager an opinion regarding the applicant, but the rest of the process is handled by the HR manager.

The Milwaukee office also handles transfer and promotional opportunities for security and lead officers within the Milwaukee metropolitan area. If a transfer opportunity opens up, the Milwaukee office will make sure the vacancy is posted within that account for transfer opportunities. For example, if an opening is available at one of the six Harley-Davidson sites, the opening will be posted at all six Harley-Davidson locations. However, it is not usually posted at the other customers. The record does indicate, though, that employees within the Milwaukee metropolitan area have transferred to different accounts at least nine times since 2002. If a transfer opportunity is available at one of the Milwaukee metropolitan Harley contract sites, this opportunity is not posted at the Tomahawk Harley sites. Since 2002, no employee has transferred from the Milwaukee metropolitan area to either of the Tomahawk contract sites, or vice versa. Promotions within the Milwaukee metropolitan area are also handled by the HR manager.

B. The Tomahawk Operations

The Employer operates at two contract sites in Tomahawk; both are Harley-Davidson facilities. As mentioned earlier, the Tomahawk sites are approximately 261 miles from the Milwaukee office. Because of this, the Tomahawk operations are different from the contract sites in the Milwaukee metropolitan area.

The contract sites in Tomahawk are only a couple miles apart from each other and both are run by one account manager, Sean Haertle, without assistant site supervisors.⁹ However, because of the distance between Milwaukee and Tomahawk, in addition to the regular duties and responsibilities described above, Haertle has unique responsibilities. For instance, Haertle is much more involved in the recruitment process than the Milwaukee metropolitan area account managers. Applicants for an opening at either Tomahawk contract site fill out applications directly at the contract site. Haertle is then responsible for conducting interviews and making the hiring decisions.¹⁰

The Tomahawk contract sites employ two lead officers. However, there is no evidence in the record that these lead officers have additional duties or responsibilities that would make them supervisors. Rather, the unrefuted testimony is that all lead officers, including at Tomahawk, perform the same work and have the same duties and responsibilities, as described above.

The security officers at the Tomahawk facilities report to Haertle. Additionally, their terms and conditions of their employment are different from the Milwaukee Metropolitan area officers. Security officers at the Tomahawk contract sites have lower pay rates than their counterparts in the Milwaukee Metropolitan area. This is explained in part by the fact that the Tomahawk security officers are only required to have a high school diploma. No additional degree or experience is necessary. Furthermore, the security officers receive less training than their Milwaukee Metropolitan counterparts. For instance, Tomahawk security officers are not trained as first responders. Finally, if there is an opening at the other Tomahawk Harley contract site, that opening is posted as a transfer opportunity at both Tomahawk locations. However, this opening is not posted at any of the Milwaukee Metropolitan Harley contract sites.

⁹ Haertle was formerly a lead officer at a Milwaukee metropolitan Harley-Davidson contract site.

¹⁰ The Employer asserts that Haertle has more authority than other account manager with regards to determining

The Milwaukee office provides minimal support to the Tomahawk contract sites. While Lancaster supervises Haertle directly, she only visits the Tomahawk contract sites once a quarter due to the distance from Milwaukee. In addition, as described above, the Milwaukee office is not involved in the hiring process for the Tomahawk contract sites like it is with the Milwaukee Metropolitan contract sites. Lastly, promotional opportunities for the Tomahawk contract sites are handled by Haertle, instead of the HR manager.

Analysis

A. The Multi-Location issue

An employer-wide unit is presumptively appropriate, under Board law. *Greenhorne & O'Mara, Inc.*, 326 NLRB 514 (1998). However, when making a determination on an appropriate unit, the Board will look to factors such as: geographic separation of plants (*Capital Bakers*, 168 NLRB 904, 905 (1968)); substantial authority of local management (*Equitable Life Assurance Society*, 192 NLRB 544 (1971)); lack of substantial interchange or transfer of employees (*Rohm & Haas Co.*, 183 NLRB 147 (1970)); and the fact that no labor organization is seeking to represent a more comprehensive unit (*Welsh Co.*, 146 NLRB 713 (1964)). The question of appropriateness of a unit is not decided “by any rigid yardstick,” but by examining all the relevant circumstances. *Frisch’s Big Boy Ill-Mar, Inc.*, 147 NLRB 551, 552 (1964).

In the instant matter, the parties agree that all 22 contract sites within the Milwaukee metropolitan area should be included in one bargaining unit. The issue is whether the 2 contract sites in Tomahawk are appropriately included within this unit. I conclude that they are not.

The distance between the Milwaukee office and the Tomahawk contract sites is approximately 261 miles. Because of this distance, the record indicates that Haertle enjoys much more authority over local issues than do his counterparts in the Milwaukee Metropolitan area.

overtime needs, discipline and training, but the record does not contain specific examples.

Haertle is the primary actor in the hiring process for the Tomahawk facilities, from recruitment, to interviewing, to the ultimate hiring decision. Also, the unrefuted testimony states that Haertle enjoys more autonomy when it comes to overtime scheduling, disciplinary decisions, and training. In addition, while the Milwaukee Metropolitan account managers receive weekly visits from District Vice President Lancaster, she only travels to Tomahawk once every three months. Furthermore, the record indicates that Lancaster only e-mails Haertle about once every two weeks, and the record contains no other evidence of frequent communication between Lancaster and Haertle. Therefore, it is apparent that Haertle enjoys much more autonomy and control than do his counterparts in the Milwaukee Metropolitan area.

The record also indicates that there is no interchange between the security officers in the Milwaukee Metropolitan area and the security officers at the Tomahawk contract sites. Rather, transfer opportunities are either posted within accounts in the Milwaukee Metropolitan area or within the Tomahawk area, but not both. Since 2002, no officer has transferred from Milwaukee to Tomahawk or vice versa.

Finally, terms and conditions that the security officers operate under are also different at the Tomahawk contract sites. As stated above, security officers in Tomahawk do not need education or experience beyond a high school diploma, and because of this, their pay rates are lower. They also receive less training.

The Petitioner relies on the fact that the Employer includes the Tomahawk contract sites when sending out e-mails regarding District-wide overtime reports or training scores, to contend that the Tomahawk contract sites should properly be included in the Unit. In addition, the Petitioner contends that because Haertle was promoted to account manager at Tomahawk from the Harley-Davidson Juneau facility in Milwaukee, that this shows there is interchange among

employees. However, the e-mails in question are from Lancaster, who admittedly is the Division Vice President over the Milwaukee Metropolitan sites as well as the Tomahawk sites. Therefore, the e-mails alone do not rebut the evidence that the Tomahawk contract sites operate on a much more autonomous scale than the Milwaukee Metropolitan contract sites. In addition, Lancaster testified that management positions are not subject to the same posting procedures that Unit positions are, and there is no evidence of Unit employees transferring between Milwaukee and Tomahawk in the last 3 years. Therefore, while the Petitioner seeks to include the Tomahawk contract sites in the Unit, I find that the Employer has adequately rebutted the employer-wide presumption and I exclude these contract sites from the Unit.

B. Supervisory Status of Certain Lead Officers

The plain language of the Act establishes whether an employee is a supervisor. The Act defines supervisors as:

...any individual having authority, in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or to effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment. 29 U.S.C. §152(11).

This statutory direction is read in the disjunctive, if any one of the statutory factors is found, regardless of frequency of occurrence, that employee is a statutory supervisor. *Kentucky River Community Care, Inc.*, 532 U.S. 706, 711 (2001). It is also well-established Board law that the party asserting supervisory status has the burden of proving supervisory status. *Id.* The statutory language creates a three-part test for determining supervisory status. *Id.* at 713. An employee is a statutory supervisor if the party asserting that status can show: (1) the employee has the authority to engage in one of the twelve listed activities; (2) the exercise of that authority requires the use of independent judgment; and (3) the authority is held in the interest of the

Employer. *Id.* While it is true the Board does not construe supervisory status broadly because employees deemed to be supervisors lose the protection of the Act, this policy consideration will not overcome sufficient evidence under the above test.

In relatively close cases, the Board looks to well-established secondary indicia, including the individual's job title or designation as a supervisor, attendance at supervisory meetings, job responsibilities, authority to grant time off, etc., whether the individual possess a status separate and apart from that of rank-and-file employees. See *NLRB v. Chicago Metallic Corp.*, 794 F.2d 531 (9th Cir. 1986); *Monarch Federal Savings & Loan Assn.*, 237 NLRB 844 (1978), *enfd.* *N.L.R.B. v. Monarch Federal Sav. and Loan Ass'n*, 615 F.2d 1354 (3rd Cir. 1980); and *Flex-Van Service Center*, 228 NLRB 956 (1977).

The Board reviews the facts in each case in order to differentiate between “the exercise of independent judgment and the giving of routine instructions, between effective recommendation and forceful suggestions, and between the appearance of supervision and supervision in fact.” *Providence Alaska Medical Center*, 320 NLRB 717, 725 (1996). The exercise of some supervisory authority in a merely routine, clerical or perfunctory manner does not confer supervisory status on an employee. *Id.*

While the parties stipulated that the classification of lead officer is not supervisory in nature and should be included in the Unit, the Petitioner contends that four individual lead officers are statutory supervisors and should be excluded from the Unit. Two of the lead officers in question, Ray Augustine and Mary Smith, work at the Employer's contract sites in Tomahawk. As I have already found that the Tomahawk sites are excluded from the Unit, I do not address their status.

The other two lead officers the Petitioner seeks to exclude are Samm Rivera, who works at Harley-Davidson—Pilgrim Road, and Omar Jackson, who works at Harley-Davidson—Juneau Ave. While the Petitioner was afforded the opportunity to present witnesses in support of its position that the individuals are supervisors, the Petitioner failed to call either of the two gentlemen in question to testify. In addition, the record does not include any specific evidence as to the disputed employees' specific job duties, much less why these individuals have any duties and responsibilities that are different from other lead officers. Consequently, relying on the evidence that is in the record, I find that no lead officers, including Rivera and Jackson, have supervisory authority. Rather, if there is a problem that arises on a shift which may require discipline, suspension, work assignments, or situations that are not routine in nature, the lead officer will contact the account manager and the account manager will act on the issue. The lead officer is not authorized to approve leave, vacation requests, or overtime. The lead officer does not receive any special benefits. I find, based on this evidence, that the Petitioner has failed in its burden to establish that Rivera and Jackson are supervisors, and they are properly included in the Unit with the other lead officers.

C. ID Coordinators

Section 9(b)(3) of the Act prohibits the Board from certifying for the purposes of collective bargaining a unit of employees which contains both guard and non-guard employees.

Guard responsibilities include those typically associated with traditional police and plant security functions, such as the enforcement of rules directed at other employees; the possession of authority to compel compliance with those rules; training in security procedures; weapons training and possession; participation in security rounds or patrols; the monitor and control of access to the employer's premises; and wearing guard-type uniforms or displaying other indicia of guard status. *Wolverine Dispatch, Inc.*, 321 NLRB 11, 13 (1996); *55 Liberty Owens Corp.*, 318 NLRB 308, 310 (1995); *Burns Security Services*, 300 NLRB 298, 300 (1990), enf. denied 942 F.2d 519 (8th Cir. 1991).

The Boeing Company, 328 NLRB 128 (1999). If the classification in question does not perform duties similar to those described above, they cannot be included in the requested bargaining unit.

In this case, the Employer seeks to include two ID coordinators, contending that they perform duties that would qualify them as guards. However, the evidence in the record and confirmed in the Employer's post-hearing brief establish that the primary function of the ID coordinators is to make sure the access control database is up-to-date and that customer's employees are issued proper ID cards and access cards on time. The testimony in the record also indicates that the ID coordinators do not actually monitor entrances to the contract sites. Furthermore, the ID coordinators do not wear uniforms or badges identifying themselves as security officers. Finally, the ID coordinators do not have any responsibility for conducting regular rounds of the contract site. Therefore, the evidence fails to establish that the ID coordinators perform guard duties. Rather, it appears the work of the ID coordinator position is clerical in nature.

The Employer contends that the fact that the ID coordinators have access to restricted areas of the facilities and may be required to fill out incident reports as necessary, similar to the security officers, establishes that the ID Coordinators are actually security officers. However, the evidence fails to establish that the ID coordinators perform regular rounds and fails to establish that filling out incident reports is a regular part of the ID coordinator job.¹¹ Based on the evidence, I conclude that the ID coordinators are clerical employees and as such would not be appropriately included in a unit of guards.

Conclusion

I find that the Tomahawk contract sites are excluded from the Unit based on their distance and lack of interchange with the Milwaukee Metropolitan contract sites, that all lead

officers are properly included in the Unit (excluding the two in Tomahawk), and that ID coordinators are clerical employees and are not appropriately included in a unit of guards.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by Independent Wisconsin Security Officers Union.

¹¹ The record contains no specific evidence of the above.

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to the list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 384 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer shall file with the undersigned, **two** copies of an election eligibility list, containing the **full** names (including first and last names) and addresses of all the eligible voters, and upon receipt, the undersigned shall make the list available to all parties to the election. To speed preliminary checking and the voting process itself, it is requested that the names be alphabetized. **In order to be timely filed, such list must be received in the Regional Office, Suite 700, Henry S. Reuss Federal Plaza, 310 West Wisconsin Avenue, Milwaukee, Wisconsin 53203 on or before December 28, 2004.** No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, Franklin Court, 1099 14th Street, N.W., Washington, DC 20570. **This**

request must be received by the Board in Washington by January 4, 2005.

Signed at Milwaukee, Wisconsin on December 21, 2004.

/s/Benjamin Mandelman
Benjamin Mandelman, Acting Regional Director
National Labor Relations Board
Thirtieth Region
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